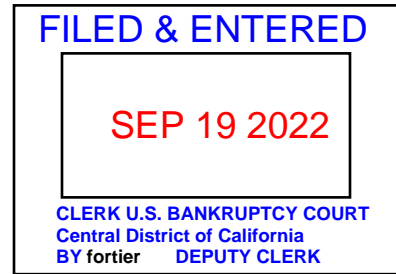


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Chapter 7 Trustee



**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

SIMPLY HYBRID, LLC,

Debtor.

Case No. 2:21-bk-11697-BR

Chapter 7

**ORDER GRANTING MOTION FOR
ENTRY OF AN ORDER APPROVING:
(1) SETTLEMENT AGREEMENT;
AND (2) RELATED STIPULATION**

**[No Hearing Required Pursuant to Local
Bankruptcy Rule 9013-1(o)]**

The Court, having read and considered the Motion (Doc 65) filed by Elissa D. Miller (the "Trustee"), the chapter 7 trustee of the bankruptcy estate of Simply Hybrid, LLC dba Simply Rent a Car (the "Debtor") in the above-captioned bankruptcy case, for entry of an order approving: (1) approving that certain "Settlement Agreement" (the "Agreement") attached as Exhibit 1 to the Motion, by and between the Trustee, the Debtor, AAA Auto Leasing, LLC dba One Stop Classics ("AAA") (an affiliate of the Debtor), Ali Salman ("Salman") (the principal of the Debtor and AAA), Ottmar Benavides ("Benavides") and the Law Offices of Benjamin Davidson, P.C. ("LOBD"); and (2) that certain "Stipulation Between Chapter 11 Trustee, Ottmar Benavides And Law Offices Of Benjamin Davidson" (the "Stipulation") attached as Exhibit 2 to the Motion, between the Trustee, Benavides and LOBD, with good and sufficient

1 cause appearing, notice of the Motion having been just and proper, pursuant to Rule 9019 of the
2 Federal Rules of Bankruptcy Procedure, orders as follows:

- 3 1. The Motion is granted in its entirety.
- 4 2. The Agreement is approved.
- 5 3. The Stipulation is approved.
- 6 4. The Trustee is authorized to take any and all actions reasonably necessary to
7 effectuate the terms of the Agreement and Stipulation.

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9 5. Pursuant to the terms of the Agreement, Salman and AAA shall jointly and
10 severally pay to the Trustee the total sum of \$195,000 (the "Settlement Sum"), as follows:

- 11 a. Within three (3) business days of the Parties' execution of the Agreement,
12 \$10,000 (the "Initial Payment");
- 13 b. (i) \$30,000 to be paid to the Trustee within three (3) months of the date of entry
14 of this Order; (ii) \$30,000 to be paid to the Trustee within six (6) months of the
15 date of entry of this Order; (iii) \$30,000 to be paid to the Trustee within nine (9)
16 months of the date of entry of this Order; (iv) \$30,000 to be paid to the Trustee
17 within twelve (12) months of the date of entry of this Order; and (v) \$20,000 to
18 be paid to the Trustee within fifteen (15) months of the date of entry of this
19 order (collectively, the "Quarterly Payments"); and
- 20 c. in addition to the payments set forth above, \$2,500 per month to be paid to the
21 Trustee in monthly installments for a period of eighteen months commencing
22 on the first day of the first full month following entry of this Order, as set forth
23 in the Agreement.

24 6. To the extent AAA or Salman default under the Agreement, including with respect
25 to the timing of any of their respective payment obligations under the Agreement, the Settlement
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1 Sum shall be increased to \$210,000 (the “Increased Settlement Sum”) which Increased Settlement
2 Sum shall be paid in full no later than twenty-four (24) months after entry of this Order, provided
3 that the Increased Settlement Sum shall be reduced by any payments previously made under the
4 Agreement. The Trustee shall be entitled to file a default judgment against AAA and Salman in
5 this case in the Increased Settlement Amount, and shall be entitled to receive interest and
6 attorneys’ fees and costs in connection therewith, to the extent of any default by AAA or
7 Salman under the Agreement.
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9 7. The Settlement Sum and the Increased Settlement Sum (to the extent applicable)
10 shall be secured by valid, perfected, first priority liens in favor of the Trustee against all assets
11 of AAA and/or Salman (the “Assets”), including but not limited to the vehicles listed in Exhibit
12 1 to the Agreement and any other vehicles (the “Vehicles” and together with any other Asset,
13 the “Collateral”). Salman and AAA shall within three (3) business days of entry of this Order,
14 and to the Trustee’s reasonable satisfaction, list the Trustee on title to all of the Vehicles as a
15 lienholder, and the Trustee is authorized to take any and all action necessary to obtain and
16 perfect the Trustee’s liens against the Assets. Salman and AAA shall cooperate with the Trustee
17 in all respects with the Trustee’s efforts to obtain, perfect and record liens on the Assets.
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19 8. The Debtor, AAA and Salman shall cooperate with the Trustee in connection
20 with the Trustee’s implementation of the Agreement and execute any and all documents
21 reasonably necessary to implement the terms of the Agreement, including, without limitation,
22 any further security agreements, acknowledgements, and or filings, with respect to the liens and
23 security interests granted to the Trustee in the Assets of AAA and/or Salman.
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25 9. The Trustee and her agents shall be entitled to investigate the Assets, including,
26 without limitation, the Vehicles. AAA and Salman shall provide to the Trustee access to all of
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1 the Assets and Vehicles in order for the Trustee to inspect the Assets and Vehicles and verify
2 the information provided by AAA and Salman to the Trustee regarding the Vehicles.

3 **IT IS SO ORDERED.**

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Date: September 19, 2022



Barry Russell
United States Bankruptcy Judge